

August 12, 2003

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**RE: AGREEMENT WITH AMERICAN CORRECTIVE  
COUNSELING SERVICES INC., TO PROVIDE BAD CHECK ENFORCEMENT  
SERVICES IN LOS ANGELES COUNTY**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the enclosed Agreement, by and between Los Angeles County and American Corrective Counseling Services Inc., (ACCS), to provide bad check enforcement services for the District Attorney's Office. This Agreement is for a twelve-month period commencing August 18, 2003, or upon execution by the Board of Supervisors, which ever is later.
2. Authorize the District Attorney, or his designee, on behalf of the County of Los Angeles to exercise up to two one-year options to renew the Agreement.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The purpose of this action is to engage a private contractor to provide bad check enforcement services in Los Angeles County. Penal Code Section 1001.60 authorizes the District Attorney to contract with a private entity to conduct the program. It has been determined that providing bad check enforcement services under an Agreement with a private contractor, rather than operate an in-house Bad Check Enforcement Services Program is legally, economically and programmatically feasible and desirable.

**Implementation of Strategic Plan Goals:**

This program supports the County's Strategic Plan Goals for community services, and the well being of children and families. The program addresses the needs of community members who require guidance and educational support to become more responsible in financial planning and financial obligations. This program also provides valuable assistance to the business community, and promotes economic well-being for small businesses through recovery of losses.

**FISCAL IMPACT/FINANCING:**

None. This program is included in the District Attorney's 2003-04 final adopted budget.

**FACTS AND PROVISION/LEGAL REQUIREMENTS:**

In 1986, the Los Angeles County District Attorney's Office established an in-house Bad Check Enforcement Services Program as a central clearing-house for non-sufficient funds (NSF) checks. The ultimate aim of the service was to reduce the number of bad checks passed to businesses in Los Angeles County while allowing the bad check writer to pay restitution to victims in lieu of criminal prosecution with zero net cost to County government. Legal authority for the Bad Check Program is found in the California Penal Code Section 1001.60, enacted in 1985 by the California Legislature (Senate Bill 1108), with strong support from the California Grocers Association and other business groups. Under this section, with a Resolution adopted by the Board of Supervisors declaring sufficient funds exists to underwrite the program, district attorneys in this state may create in-house bad check diversion programs.

ACCS may collect only those fees authorized by California Penal Code Sections 1001.64, 1001.65 and 476a(g), including the face value of each check, any authorized bank returned-item fees, and statutory administrative fees of \$35 per bad check submitted for collection, not to exceed \$1,000 in aggregate. In addition, a Bad Check Diversion class must be offered in compliance with California Penal Code Section 1001.64 for which the bad check writer is required to pay the \$125 class fee as set forth in the Agreement. An additional penalty for failure to attend the required class is also a potential cost to the bad check writer who has enrolled in the remediation program.

The District Attorney's Office shall receive 50 percent of all administrative fee revenues and ACCS shall receive the remaining 50 percent throughout the contract term. ACCS guarantees that all reasonable pre-prosecution staffing costs to the County shall be covered through this revenue source, up to the point of referral to the District Attorney for criminal investigation and filing.

This Agreement is for a twelve-month period commencing August 18, 2003, or upon execution by the Board of Supervisors, whichever is later. This Agreement may be extended by two (2) additional 12-month terms.

#### **CONTRACTING PROCESS:**

The District Attorney's Office released a Request for Proposal (RFP) for the Bad Check Enforcement Services on April 21, 2003. The RFP was advertised on the Los Angeles County Website, and in the Daily News and the Daily Journal respectively. Four bidders were present at the mandatory Proposer's Conference on May 15, 2003. One proposal was submitted for evaluation. The current contractor is the only one, which submitted a proposal for evaluation and consideration. Upon review, ACCS meets the requirements as specified in the RFP and in all areas of the evaluation criteria.

The Contractor was identified in an open-competitive bid and selection process, and is qualified, prepared and desires to provide the bad check enforcement services now required by the County.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS):**

This request continues an existing program and has no impact on current services.

The Honorable Board of Supervisors  
August 12, 2003  
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**CONCLUSION:**

The requested bad check enforcement services Agreement is authorized by California Penal Code Section 1001.60, enacted in 1985, by the California Legislature, and as adopted by the Board of Supervisors. Upon your Board's approval of the Agreement, it is requested the Executive Officer-Clerk of the Board return an approved copy of the Board letter and two copies of the Agreement, containing original signatures, to the District Attorney's Office, 201 North Figueroa Street, Suite 1300, Los Angeles, California 90012, Attention: Dad Samuels.

Sincerely,

STEVE COOLEY  
District Attorney

Enclosures

Copies to:     Chief Administrative Officer  
                  Executive Officer, Board of Supervisors  
                  Auditor Controller  
                  County Counsel





**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND AMERICAN CORRECTIVE COUNSELING SERVICES**

**FOR**

**BAD CHECK ENFORCEMENT SERVICES**

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**CONTRACT BETWEEN**  
**COUNTY OF LOS ANGELES**  
**AND AMERICAN CORRECTIVE COUNSELING SERVICES**

\_\_\_\_\_  
**FOR**  
**BAD CHECK ENFORCEMENT SERVICES**

**This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2003 by and between the Office of the District Attorney hereinafter referred to as County and American Corrective Counseling Services, hereinafter referred to as Contractor, \_\_\_\_\_ is located at \_\_\_\_\_.**

**RECITALS**

WHEREAS, the County desires to contract for services provided by Contractor; and

WHEREAS, pursuant to California Penal Code 1001.60, the Board of Supervisors declared sufficient funds exist to underwrite the program, and the District Attorney create an in-house bad check diversion program.

WHEREAS, Contractor is duly qualified to engage in the business of debt collection services as set forth hereunder and warrants that it possesses the competence, expertise, and personnel necessary to provide such services; and

WHEREAS, Contractor has submitted a proposal to the County for provision of such services and based upon competitive negotiation, Contractor has been selected for recommendation for award of such contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**PURPOSE OF AGREEMENT**

The District Attorney desires to provide bad check services in Los Angeles County through a private contractor. Legal authority for the District Attorney bad check program is found in Cal. Penal Code sections 1001.60 through 1001.67, enacted in 1985 by the California Legislature. Cal. Penal Code section 1001.60 expressly authorizes a private entity to conduct the bad check division program under contract with the District Attorney.

The contractor was identified in an open competitive bidding process, and is qualified, prepared and desires to provide the bad check enforcement services, now required by the County. In 1986, the Los Angeles County District Attorney's Office established an in-house Bad Check Enforcement Program as a central clearinghouse for non-sufficient fund (NSF) checks. It was determined after study that

providing bad check enforcement services under Agreement with a private contractor rather than continue operation of the Los Angeles County District Attorney's existing bad check program in-house was legally, economically, and programmatically feasible and desirable.

## Overview of Services

The Contractor shall assume daily operational responsibility for the District Attorney's bad check diversion program upon execution of this Agreement; establish a bad check diversion program here in Los Angeles County (referred to in this Agreement as the Bad Check Restitution Program); and provide all related services in accordance with this Agreement.

The Bad Check Restitution Program shall assist the County of Los Angeles in the recovery of restitution for victims of bad checks drawn against closed or non-sufficient funds (NSF) accounts. The Contractor shall review and process complaints from bad check victims, locate, contact, and collect restitution, administrative, and diversion class fees from bad check writers; refer bad check cases to the District Attorney for criminal prosecution as directed by the District Attorney; enroll bad check writers who agree to pay restitution in an intensive eight hour counseling and diversion class. The Contractor shall manage all pertinent case files and shall conduct special eight-hour educational classes for bad check offenders diverted from prosecution, or ordered by a court to attend class.

The Contractor shall develop and maintain an effective awareness campaign aimed at providing local small businesses throughout Los Angeles County with multi-language informational materials, and an alternative bad check prevention strategy contained in the Los Angeles County Bad Check Enforcement Program, and anticipate and respond to growth in program volume by increasing program staffing and presence in Los Angeles County as necessary to perform as required by this Agreement.

## 1. APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B – Pricing Schedule
- 1.3 EXHIBIT C – Contractor's Proposed Schedule
- 1.4 EXHIBIT D – Contractor's EEO Certification
- 1.5 EXHIBIT E – County's Administration
- 1.6 EXHIBIT F – Contractor's Administration
- 1.7 EXHIBIT G – Forms Required At The Time Of Contract Execution

## 2. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein should be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Administrator.
- 2.6 **County Contract Administrator:** Person designated by County Project Director to manage the operations under this Contract.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30th.
- 2.9 **Agreement:** An executed accord, referred to as Contract, entered into between County and Contractor.

### 3. WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work, Exhibit A*.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### 4. TERM OF CONTRACT

- 4.1 The term of this Contract shall be for a period of one (1) year commencing August 18, 2003, or upon execution by the Board of Supervisors, which ever is later.

- 4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of 3 years.

5. **CONTRACT SUM**

- 5.1 For the services performed under this Contract, Contractor shall be paid according to the rates set forth in the *Pricing Schedule - Exhibit B*.
- 5.2 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

6. **ADMINISTRATION OF CONTRACT – COUNTY**

**COUNTY ADMINISTRATION**

A Listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 ***County Contract Administrator***

- 6.1.1 The County Contract Administrator or designee has full authority to supervise Contractor's performance in the daily operation of this Contract.
- 6.1.2 The County Contract Administrator or designee shall provide direction to the Contractor in areas relating to policy information and procedural requirements.
- 6.1.3 The County Contract Administrator or designee shall have complete and exclusive authority in all substantive questions, including without limitation, interpretation of Federal, State, and local laws, civil procedures, legal process, court rules and administrative regulations.

7. **ADMINISTRATION OF CONTRACT - CONTRACTOR**

**CONTRACTOR ADMINISTRATION**

7.1 ***Contractor's Project Manager***

The Contractor shall provide a full time, Contract Project Manager in the office servicing the contract to act as a liaison for the Contractor in coordinating the performance under the Contract. The Contractor shall provide to the County in writing the name, title, address, telephone number, facsimile number, and e-mail address in *Exhibit F*, of the individual designated to act as Contract Project Manager, or any alternate, and provide a current copy of the person's resume at the time the contract is executed and as changes occur.

- a. At a minimum, the Contract Project Manager or designee shall be available between 8:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except on County recognized holidays, for telephone contact and to meet with the County personnel designated to discuss the operation of the Contract. The Contract Project Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. When contract work is performed at times other than described above, or when the Contract Project Manager cannot be present, an equally responsible individual shall be designated to act on behalf of the Contract Manager.
- b. The selection of, and any changes in, the Contract Project Manager and designated alternate shall be subject to advance, written approval of the County Contract Administrator.

**The Contract Project Manager and designee shall be able to read, write, speak and understand English.**

#### **Other Key Personnel**

The County and Contractor shall each designate other key personnel to perform services under this Contract. Prior to official commencement date of this Agreement, the Contractor shall provide the County with a list of all persons or entities it intends to employ in connection with this Agreement. The contractor must also notify the County of any staff changes as they occur, which may affect its ability to perform at any time over the life of this Contract.

The Contractor shall maintain a level of staffing commensurate with the timely processing of NSF complaints, public contacts, and educational requirements, and shall hire and train all qualified staff necessary to perform the various bad check program functions, including but not limited to the following:

- Project Manager
- Field Representative(s)
- Account Clerks
- Accountants
- Information Processing Technicians
- File Clerks
- Telephone Operators
- Diversion Class Coordinator
- Diversion Class Instructors

#### **7.2 Contractor Employee Benefits**

The Contractor will be solely responsible for providing all legally required benefits to its employees. The County shall not assume liability for payment of any salaries, wages, benefits or other compensation for any Contractor agents or personnel.

#### **COMPUTER AND GENERAL OPERATION REQUIREMENTS**

The Contractor shall provide services and facilities necessary to the development, establishment, and operation of the bad check diversion program. Such services include collection of the restitution and fees, disbursement of funds, and presentation of classes, as discussed in the section below.

The Contractor shall be responsible for the daily operation and management of all functions related to the program except for the liaison, investigative, and prosecutorial factors handled by the Los Angeles County District Attorney's Office. The Contractor shall maintain a work site located in Los Angeles County.

### **7.3 Computer Requirements**

The Contractor shall provide and maintain software and connectivity to a County computer, sufficient to allow access to program files and data in the Contractor's electronic files.

The Contractor's program software must be accompanied by a comprehensive procedure manual, written in standard English, and must be updated or modified as required by the County Contract Administrator, at the Contractor's expense. Minimum software requirements include the following:

- a. Track and maintain case files by offender, victim, case number, active cases, closed or rejected cases, current payment status and delinquent payments.
- b. Generate all correspondence and demand letters authorized by the County.
- c. Generate restitution checks to bad check victims.
- d. Maintain a check register which record deposits and withdrawals from County approved victim trust account.
- e. Generate monthly status and statistical reports to victims and to the County as specified by the County.
- f. Compile and extract account information such as totals for all open cases (accounts receivable), totals for all uncorrectable cases, and other reports as specified by the County Contract Administrator.
- g. Generate reports on individual cases or by categories of cases defined by the County Contract Administrator.

### **7.4 Public Outreach**

The Contractor shall provide at least four field representatives who will promote the bad check program in frequent ongoing presentations to local business groups throughout Los Angeles County. Among other things, the Contractor shall exercise best efforts to inform small businesses Countywide of requirements and benefits of the bad check program in an effort to obtain the participation of those businesses.

As a part of this effort, the Contractor shall provide printed promotional materials written in the predominate native language and disseminated to business groups in communities Countywide, at the Contractor's expense. These and all other printed

materials prepared or used by the Contractor in connection with the bad check services agreement must be approved in writing by the County prior to use by the Contractor.

The Contractor shall provide at Contractor's expense, program related equipment to aid field deputy in presenting information when promoting the bad check enforcement services program to the public.

These aids shall include but shall not be limited to an Epson LCD Projector, Model ELP-7250 or newer equivalent, a new IBM-compatible laptop computer, table sleeve, wall banner and standup display for presentations at business expositions or similar events, and such promotional materials as shall reasonably be requested by the District Attorney's Office.

## **7.5 Bad Check Complaint Intake Criteria**

The Contractor shall comply at all times with complaint intake and prosecution referral criteria established by the District Attorney's Office and County Contract Administrator. The District Attorney shall at all times determine whether criminal prosecution is appropriate. Nothing in this Agreement shall be construed as a delegation of prosecutorial discretion to the Contractor. The Contractor may not accept the following categories of checks for collection. The County may amend the list below at any time, effective upon notice to the Contractor.

- Postdated checks
- Checks taken with an agreement to hold
- Rent checks (other than first month and security deposit)
- Checks out of the statute of limitations
- Payroll checks
- Two-party checks
- Checks taken on a pre-existing debt
- Government checks
- Insurance checks
- Forged checks meeting the requirements of Cal. Penal Code 470
- Fictitious or false documents other than checks
- False documents meeting the requirements of Cal. Penal Code 476

The Contractor shall accept only those stop payment checks that meet the intake criteria approved by the contract administrator.

## **7.6 Collection Efforts and Demand Letters**

The Contractor shall generate and send initial demand notices to bad check writers, then follow-up with second and third notices as necessary. The County prior to commencement of any collections must approve the format, content and mail schedule for all form letters and notices in writing under this Agreement.

Before discontinuing efforts to locate and notify check writers of complaints filed against them with the bad check enforcement program; the Contractor shall attempt to obtain information from the U.S. Postal Service as a forwarding address for the bad check

writer. The Contractor will also establish an account, at the Contractor's expense, with one or more nationwide information or credit reporting agencies to obtain any available locate information, and will undertake other reasonable efforts to locate the check writer as needed.

### **Depositing and Disposition of Funds**

Contractor shall only accept U.S. currency, money orders, or cashier's checks in payment of restitution, administrative and bad check diversion class fees. The Contractor shall not accept personal checks from a bad check writer for any purpose without prior written authorization from the County.

"Restitution" is here defined as the aggregate face amount of all bad checks passed by the bad check writer to the complaining victim, plus returned-item fees charged to the victim's bank account. All restitution fees collected on the Bad Check Enforcement Services Program shall be deposited by the Contractor into a trust account held by the Contractor in a commercial, federally insured financial institution with branch locations within Los Angeles County.

The Contractor shall be responsible for receiving, recording and depositing any monies collected or otherwise received from bad check writers. Deposits should be made daily. Disbursements are to be made in accordance with requirements set forth herein.

## **7.7 Program Fees and Disbursements**

All collections, accounting and disbursements shall proceed check-by-check in all cases, without aggregate restitution or fees collected according to bad check writer or victim where multiple checks are involved. Bad check fees and distribution requirements follow:

### **Program Fees**

The Contractor must at all times act in compliance with Cal. Penal Code sections 1001.60 through 1001.67. The contractor may collect only those fees authorized in Cal. Penal Code 1000.64, 1000.65, and 476a (g); including the face value of each check, any authorized bank refunded item fees, and statutory administrative fees of \$35.00 per bad check submitted for collection, not to exceed \$1,000.00 in the aggregate. See Cal. Penal Code 1001.65(b). In addition, a bad check diversion class must be offered in compliance with Cal. Penal Code 1001.64, for which the bad check writer must pay the class fee as set forth in this Agreement.

### **Compensation**

Contractor agrees to provide all services as described herein, and contained within the program proposal in consideration for:

A one hundred twenty-five dollar (\$125.00) class fee be paid by those participants complying with the Bad Check Restitution Program. Participants who pay the full

balance of restitution and fees within (30) calendar days from the date of initial demand will receive a twenty-five dollar (\$25) reduction from the class fees.

The Contractor will receive a ten dollar (\$10.00) class rescheduling fee for those participants who fail to show up at their scheduled class. The Contractor will provide statistics to the District Attorney on the no show percentage rate for check writers enrolled in classes from September through December 2003. If the failure to show rate is greater than 50%, the rescheduling fee will be increased to twenty-five dollars (\$25.00) for the remainder of the contract.

A percentage of statutory program administrative fee revenue is as follows:

The District Attorney shall receive 50% of all administrative fee revenues and the Contractor shall receive 50% throughout the contract term except as indicated below:

At a minimum the Contractor guarantees reimbursement of all reasonable program staffing costs (defined as employee salaries, benefits and overhead calculated at the standard applicable rate) incurred by the District Attorney in the pre-prosecution phase, up to the point of referral to a District Attorney Investigator for criminal prosecution and filing.

Positions allocated to the program in Fiscal Year 2003-2004 are as follows: one Contract Administrator at the level of Supervising Administrative Assistant III, one Assistant Administrator (Administrative Assistant II), and two Clerical Assistants (Senior Typist Clerk) to help assemble and package the documents necessary for the initial referral to a Law Enforcement Agency. Such costs are estimated not to exceed \$280,000.00 during the first year of the agreement.

If at any time during the life of the agreement, the District Attorney's participative program costs exceed the District Attorney's share of the revenues, the parties shall renegotiate the "Program Fees and Disbursements" element of the contract, prior to the contractor being notified of a financial liability.

Sixty (60) days before the end of each one-year cycle, the County shall calculate the total amount of revenue returned to the District Attorney by the Contractor during that year. Based on this amount and the actual cost of positions allocated to the program during the year, and on any relevant trend from prior years, the County shall determine whether revenue from the Contractor will be sufficient to cover program-staffing costs. If revenue is determined not to be sufficient to cover County costs, the County will notify the Contractor of the shortfall and the Contractor shall reimburse the County for the amount of the shortfall within 90 days after the notice. Contractor's failure to reimburse shall be grounds for termination for default.

The District Attorney may not at any time increase program staffing in terms of number or position-types, based on workload and program needs, without discussing with ACCS.

## 7.8 Payment Disbursements

All restitution and fee revenues shall be distributed along the following guidelines:

<u>REVENUE TYPE</u>	<u>DISBURSEMENT CYCLE</u>
Victim Restitution	Distributed by check to victim upon receipt of payment at the close of each month.
District Attorney's revenue share of each month for the prior month's receipts	County withdraws automatically
Contractor Revenue Share	Disburse weekly.

The Contractor shall prepare and submit a monthly reconciliation of the bank account at the end of each month, reconciling the Contractor's accounting records to the bank statement balance. Any unidentified payment received by the Contractor from bad check writers shall be submitted to the County within 60 days.

The Contractor is authorized to enter installment restitution repayment agreements with bad check writers provided that the Contractor not extend any such agreements past six months without County approval.

The Contractor shall maintain financial statements generated by the computer software application, including balance sheets, income statements, disbursements and receipts journals, checkbook register, and account receivables and accounts payable ledgers. The Contractor shall maintain and submit to the County a policies and procedures manual describing computer and manual fiscal operations. The County may change these fiscal reporting requirements as needed, at any time.

### Payment Allocation

When partial payments are received, victims shall be allocated 70% of every payment until restitution is paid in full. The remaining 30% shall be allocated to class fees, then administrative fees, in that order.

The following distribution priority shall be used:

- A) Up to 70% of the payment is applied to the victim
- B) The remaining portion shall be paid as follows: 30% shall be applied to class fees, then 30% to administrative fees and lastly to any reschedule fees.

In cases where there are multiple victims, payments will be applied on a first-in, first-out basis with respect to the complaint filing date.

### Example

1. A bad check writer owes a total of \$270.00:	\$100.00 Restitution (two \$50 checks)
	\$70.00 in Administrative Fees
	\$100.00 for Class (Program) Fees
	<hr/>
	\$270.00

2. Distribution of three partial payments of \$90.00 each based on the 70/30 formula:

	Victim Restitution	Diversion Class Fees	Administrative Fees DA 50%/ACCS 50%
\$90.00 @ 30 days	\$63.00	\$27.00	\$ 0.00
\$90.00 @ 60 days	\$37.00	\$53.00	\$ 0.00
\$90.00 @ 90 days	\$ 0.00	\$20.00	\$70.00

County may delay the last payment due until one (1) month after the termination of the Contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

### Diversion Classes

Contractor shall conduct all bad check writer educational classes for bad check writers who comply with the threshold terms of the diversion program set forth above. Classes shall typically be scheduled Saturdays, 8:15 a.m. to 4:30 p.m. at locations within Los Angeles County that are convenient to bad check writers. Class sizes will average 12 to 25 participants.

The Contractor must obtain County approval of its bad check diversion class curriculum and classroom location prior to implementation. The Contractor's responsibilities shall include: scheduling classes; training, coordinating, and evaluating class instructors; sending notices to attendees; and maintaining detailed attendance records. In addition, the Contractor shall provide the County with monthly statistical reports and a schedule of classes for each upcoming month. Detailed information regarding class attendees shall be available upon request. The County reserves the right to demand changes in the curriculum or structure of the class at any time.

A certificate of attendance shall be provided to each attendee who successfully completes the bad check diversion class. As with all other Contractor publication and printed materials, written County approval of form and content is required before this certificate maybe used under this Agreement.

## 7.9 Documenting Evidence of Intent

When a bad check writer fails to comply with the terms of bad check diversion, the Contractor shall generate a County-approved letter to drawee bank pursuant to Cal.

Govt., Code 7480(b), requesting copies of the signature card and pertinent records on the account. The Contractor shall maintain contact with drawee banks for the purpose of obtaining their full cooperation and compliance with Section 7480(b).

The Contractor shall provide the County with the following at the time of referral:

- a. The full name and a physical description of the person suspected of issuing the bad check(s) where available.
- b. All original checks involved
- c. Information and documents provided by the drawee bank.
- d. A printout of the computerized check writer's file.
- e. A clearly written narrative description of the offense, available evidence, and a detailed description of all the efforts under taken to locate the bad check writer and obtain restitution, with corresponding descriptions of any results or response. The narrative shall relate all events in chronological order, and provide the names of all witnesses to the described events, including efforts to locate, contact and collect the outstanding sum from the check writer. The list of witnesses must include the name, address and telephone number of:
  - i. Eyewitnesses to the bad check transaction.
  - ii. Anyone with personal knowledge of goods or services provided in exchange for the bad check(s)
  - iii. Anyone with personal knowledge of the effort undertaken by the victim to contact the check writer and obtain reimbursement.
  - iv. The Custodian of Record for the bank upon which the bad check(s) was drawn.
  - v. Anyone with personal knowledge of the efforts undertaken by those other than the victim to contact the bad check writer and obtain reimbursement or compliance with the requirements of the bad check diversion program.

The Contractor must also provide a declaration in support of an arrest warrant to be signed by County investigative personnel. The County prior to implementation and use must approve the format for this narrative and the accompanying declaration.

### **Returning Original Checks**

In all cases that do not result in criminal prosecution, the Contractor shall at the request of the victim, return all check(s) with a letter of explanation to the bad check victim.

### **Reporting Requirements**

The Contractor shall submit the following reports on a monthly basis to the County. The County may modify these reporting requirements on an as needed basis, at any time.

#### **Report Content**

##### **Monthly Revenue Summary**

All deposits made during the month shall be contained on this report with the following information: deposit dates and amounts, allocations of the deposit as restitution, administrative and/or class fees.

Bank Reconciliation	Reconciliation of the Victim Trusts Account balance to the bank's balance.
Bank Statement	Monthly copy
Monthly Disbursements	List of all checks paid to the victims during the month and other expenditures paid out of the Victim Trust Account.
Case Management Summary	A monthly report detailing the volume of cases submitted to the District Attorney meeting the prosecution criteria.

Upon request, the Contractor shall provide the following types of reports to the County:

Accounts purged and closed:	A listing of all accounts taken off the system during any particular period, with reasons, and a summary report.
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Statistical reports including but not limited to the following: total complaints received, total files entered into the Contractor's case management system, referrals for prosecution review, unable to locate cases, letters generated by status, number of bank records requested, total victim restitution recovered, total program and administrative fees collected, and total bank charges collected.

## **7.10 Records Maintenance and Retention**

The Contractor shall maintain computerized records that encompass the entire bad check collection process, including data on the bad checks received, victims and bad check writers, any restitution or fees collected, disbursements, cases closed, and referrals for prosecution. This information shall be made available to the County in printed and electronic form, in a format to be specified by the County. Electronic and hard copy archives shall be maintained by the Contractor as specified by the County, including monthly back-ups of the entire check electronic data system. The County may modify record maintenance requirements as needed.

The Contractor shall retain daily program operational records including, but not limited to, Contractor employee information, files on bad check writer, complaint forms, checks, letters, correspondence, logs, bank records, Contractor internal notes and memoranda, and other pertinent financial records for a minimum of five (5) years. During this period, the Contractor may not destroy any records created under or pertaining to this agreement without prior County approval.

The Contractor shall produce any records pertaining to any relevant transaction or activity arising from this bad check agreement (including timecards and any other related records) for inspection, copying, or audit by the County, or any authorized state or federal agency, within (2) calendar days of the County's initial written request for such records.

Except as otherwise agreed, materials such as books, records, documents, case files and District Attorney propriety data, must be maintained for a period at least two (2) years after

termination of the bad check agreement, or until such time as all pending audits are completed, whichever is later.

Upon expiration, or in the event that this agreement is canceled by the County, all records, reports, tests and results, cases files, correspondence and control documents, manuals, currency and negotiable instruments, relating to the operation of the bad check program shall be distributed and returned as directed by the County. Copies instead of original documentation may be returned, but the County retains all right of access to the original documentation whenever necessary. All materials described above shall be designated and remain County property.

Subject to Los Angeles County District Attorney and Auditor-Controller approval, the District Attorney shall pay for and oversee any necessary external audits, conducted with or without notice. The Contract Administrator or designee may conduct on-line audits at any time.

If the Contractor's activities under this agreement are audited by any state, federal, or other government entity, the Contractor shall immediately file copies of any resulting final Audit Report with the Los Angeles County Auditor-Controller and the Los Angeles County District Attorney's Office (Fiscal Services Division, and the Bad Check Enforcement Program Contact Administrator), unless otherwise provided under this agreement, or as required by state or federal law. The County shall make a reasonable effort to maintain the confidentiality of such audit reports. The Contractor must pay any sum reported as owing to bad check victims, or to the County, within seven (7) calendar days of any audit finding, which specifies an amount owed.

Failure to comply with the above maintenance and retention provisions shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend the Agreement.

#### **7.11 Contracting Monitoring and Audit Requirements**

The County Contract Administrator may conduct monthly audits of any and all bad check enforcement records and documentation, which must be made available to the County at all times. Designees of the County Auditor-Controller's Office or their agents, shall have the right to examine and audit monthly statements of income and monies received, books of accounts, records, and support source documents at any and all times.

In addition, the County Contract Administrator shall select a firm from the Los Angeles County Auditor-Controller's "Master List" of Contracted Audit Firms" or other Certified Public Accounting (CPA) firm to conduct an annual audit of the Contractor's company. The Contractor may choose to submit, for County approval, another CPA firm to conduct the aforementioned audit. This audit will include a review of the Contractor's financial records pertaining to the Los Angeles County Bad Check contract, supporting source documents, and other internal controls. The County and the Contractor shall share the cost of this audit with each paying fifty-percent (50%) of the cost up to \$2,500 each. If the total cost of the audit exceeds \$5,000, the Contractor will be solely responsible for the cost exceeding \$5,000, not to exceed \$10,000. If the amount exceeds \$10,000, the County and the Contractor shall share the cost with each paying fifty-percent (50%) of the amount exceeding \$10,000.

A copy of the Contractor's final audit report shall be submitted to the County for its files. The County shall make a reasonable effort to maintain the confidentiality of the final audit report. The Contractor shall immediately modify any business processes to correct any audit findings indicated in the final audit report to the satisfaction of the County. Failure to correct any audit findings to the satisfaction of the County shall constitute a material breach of this Agreement, upon which the County may immediately terminate, or suspend the Agreement.

### **Licenses and Credentials**

Any employee or agent of the Contractor providing services under this Agreement, requiring a specific license or credential, must hold a current valid license or credential without lapse, throughout the agreement period.

Any employee or agent of the Contractor, who is required to drive a vehicle within the course and scope of employment related to this Agreement, shall hold a valid license for the appropriate vehicle class, without lapse throughout the agreement period.

The Contractor shall maintain a file of required insurance, licenses and credentials for the Contractor's business entity, for all agents and employees, current and at all times available for County inspection.

## **7.12 Performance Standards**

The County will monitor Contractor performance on a regular basis throughout the term of this Agreement. The County will consult with the Contractor in any area of operational difficulty that may arise. However, the Contractor is solely responsible for maintaining program performance at the level specified in the bad check services RFP, and this Agreement. The Contractor and Contractor's employees and agents shall ensure that the procedures for dealing with bad check enforcement are within legal requirements.

The Contractor shall indemnify the County for any loss sustained, or liability incurred, by the County as a result of the Contractor's breach of performance standards under this Agreement.

### **Quality Assurance**

The Contractor will keep logs, databases, and other records set forth in this Agreement to allow case by case tracking and global reviews of the Contractor's bad check operation by the County, upon demand. The Contractor shall maintain personnel files for all its employees working at any time under this Agreement. These files shall be made available to the County upon demand, and be retained by the Contractor until the County authorizes their destruction, or under the terms described herein.

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing under any resulting Agreement. The Contractor assumes the cost and responsibility for all employment decisions based upon the information obtained through these background checks. Contractor personnel must satisfy all minimum job requirements established by the Contractor as necessary to fulfill the essential functions of their positions under this Agreement, and to the satisfaction of the County.

The County shall evaluate Contractor performance under this Agreement, not less than on an annual basis. Such evaluations will include assessments of the Contractor's compliance with all contract terms and performance standards defined in this Agreement, and by the County Contract Administrator.

The County Contract Administrator shall consult with Contractor Project Manager to resolve any problems or deficiencies related to Contractor performance and to bad check services provided under this Agreement.

The County Contract Administrator shall determine whether the Contractor is in violation of any performance standards set forth herein. If the County determines that any contractor performance deficiencies are severe, or may jeopardize services under the bad check agreement if left uncorrected, the County may terminate the Agreement according to the provision of this Agreement.

Any dispute between the County and Contractor involving services provided under this Agreement that cannot be resolved between the County Contract Administrator and Contractor's Project Manager, shall be referred to the District Attorney or a designee for final resolution.

#### **7.13 Agreement Discrepancy Reports**

Every effort shall be made by the County to work with the Contractor to identify and resolve any problems that may arise out of performance under this Agreement. However, should deviations from agreed upon performance standards occur, the County Contract Administrator shall issue an Agreement Discrepancy Report describing the nature of the deviation. The Contractor must respond in writing within five (5) working days by identifying a plan and time schedule for resolving the problem, and describing in detail any corrective measures already taken at the time of the Contractor's response.

### **8. TERMS AND CONDITIONS**

#### **8.1 ASSIGNMENT AND DELEGATION**

**8.1.1** The Contractor shall not assign its rights or delegate its duties under this Contract, either in whole or in part, without the prior written consent of the Contract Administrator. Any unapproved assignment or delegation shall be null and void.

**8.1.2** Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, may result in the termination of this Contract.

#### **8.2 AUTHORIZATION WARRANTY**

Contractor represents and warrants that its signatory to this Agreement is fully authorized to obligate Contractor, and that all corporate acts necessary to the execution of this Agreement have been performed. If the document contains a corporate seal,

there is a presumption that the person signing the document has the authority to bind Contractor.

### **8.3 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees, and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

### **8.4 CHANGE NOTICES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Agreement, or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

**8.4.1** For any changes which do not affect the scope of work, period of performance, payments, or any other term or condition included under this Agreement, a *Change Notice* shall be prepared in writing and signed by the County's Contract Administrator and the Contractor's Project Manager.

**8.4.2** For any revision, which affects the scope of work, period of performance, payments, or any term and condition included in this Agreement, the authorized officials of the Los Angeles County Board of Supervisors, and Contractor, shall execute a negotiated modification to this Agreement in writing.

### **8.5 COMPLIANCE WITH APPLICABLE LAWS**

**8.5.1** The Contractor shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.5.2** The Contractor shall maintain all professional accreditations, licenses and permits required by law for performing services under this Contract. Contractor shall indemnify, defend, and hold harmless the County for all costs, liabilities, fines and any other damages resulting from Contractor's failure to comply with this section.

**8.5.3** The Contractor shall indemnify, defend, and hold harmless the County from, and against, any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from, or related to, any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives or ordinances.

### **8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with subchapter VII of the *Civil Rights Act of 1964*, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person

shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, age, mental condition or physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Contract, or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – **Contractors' EEO Certification**.

## **8.7 COMMUNITY BUSINESS ENTERPRISE PROGRAM**

The County's Community Business Enterprise Program prohibits any person from knowingly submitting information with the intent of receiving certification for which they are not entitled.

### **CONFIDENTIALITY**

**8.7.1** The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, and agents and subcontractors providing services hereunder of the confidentiality provision of this Contract. As a condition of employment, all employees, agents or subcontractors of the Contractor must sign and adhere to the **"Employee Acknowledgement of Responsibility and Liability for Confidentiality," Exhibit G1**, for maintaining confidential information. Copies of all acknowledgements shall be provided to the County Contract Administrator.

## **8.8 CONFLICT OF INTEREST**

**8.8.1** Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Contractor, or shall have any direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.8.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated, and a complete description of all relevant circumstances.

## **8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first**

**consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

#### **8.10 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services, Greater Avenues for Independence (GAIN) Program, or General Relief Opportunities for Work (GROW) Program, who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants by job category to the Contractor.

#### **8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

##### **8.11.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

##### **8.11.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this, or other contracts, which indicates that the Contractor is not responsible, the County may in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the County.

##### **8.11.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

##### **8.11.4 Contractor Hearing Board**

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor, and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail himself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

#### **8.11.5 Subcontractors of Contractor**

These terms shall also apply to (subcontractors/sub-consultants) of County Contractors.

#### **8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws, and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

#### **8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

**8.13.1** The Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations to mitigate the economic burden otherwise imposed upon County and its taxpayers.

**8.13.2** As required by County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a), and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

#### **8.14 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions, and performance standards. The Contractor's deficiencies, which the County determines are severe or continuing, and that may place performance of the agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this agreement or impose other penalties as specified in this Contract.

#### **8.15 COUNTY LOBBYIST**

The Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with Chapter 2.160. Failure on the part of the Contractor or any County lobbyist, or County lobbying firm retained by Contractor, to fully comply with the County Lobbyist Ordinance, shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Contract.

#### **8.16 DISCLOSURE OF INFORMATION AND USE OF COUNTY NAME**

- 8.16.1** The Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law or as necessary to effect services. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publicizing its role under this Agreement within the following conditions:
- 8.16.2** The Contractor shall develop all publicity material in a professional manner.
- 8.16.3** During the course of performance on this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions, or feature articles using the name of the County without the County's prior written consent.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship, or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist, and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions, and any other liability which may be assessed against the Contractor or the County, or both, in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 FORCE MAJEURE**

If either the County or the Contractor, because of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or controls, or other causes beyond their respective control, and cannot perform up to the terms of this Agreement, the Contract performance shall be excused for a commensurate period.

#### **8.19 GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the Courts of the State of California for all purposes regarding this Contract, and further agrees and consents, that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.20 GRATUITIES**

The County may terminate or suspend this Agreement if it is found that gratuities in the form of entertainment, gifts, or otherwise are offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the County with a view towards securing a contract or securing favorable treatment with respect to the awarding, or amending, or the making of any determination with respect to the performance of such contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

#### **8.21 INDEPENDENT CONTRACTOR STATUS**

**8.21.1** This Contract is by and between the County of Los Angeles and the Contractor, and is not intended, and shall not be construed, to create a relationship of agent, servant, employee, joint venture, partnership, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.21.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract, all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by, or on behalf of the Contractor.

**8.21.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Worker's Compensation liability, solely employees of the Contractor, and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all

Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by, or on behalf of the Contractor pursuant to this Contract.

## **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend, and hold harmless the County, and its Special Districts, elected and appointed officers, employees, and agents from, and against, any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from, or connected with, the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.23 INSURANCE**

### **8.23.1 General Insurance Requirements**

Without limiting the Contractor's indemnification of the County, and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

**8.23.1.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the District Attorney's Office, 201 North Figueroa Street, 13<sup>th</sup> Floor, Los Angeles, California 90012, prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract.
- (2) Clearly evidence all coverage required in this Contract.
- (3) Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured's for all activities arising from this Contract.
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles, or self-insured retentions, as they apply to the County, or require the Contractor to provide a bond guaranteeing payment of all such retained losses and

related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administration, and legal defense. A corporate surety licensed to transact business in the State of California shall execute such bond.

**8.23.1.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best Rating of not less than A: VII, unless otherwise approved by County.

**8.23.1.3 Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

**8.23.1.4 Notification of Incidents, Claims or Suits:** The Contractor shall report to the County:

- (1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against the Contractor arising from, or related to services performed by Contractor under this Contract.
- (3) Any injury to a Contractor employee, which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to the County Contract Administrator.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**8.23.1.5 Compensation for County Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

**8.23.1.6 Insurance Coverage Requirements for Sub-contractors:** The Contractor shall ensure any and all sub-contractors performing services under this Contract meet the insurance requirements of this Contract by either:

- (1) The Contractor providing evidence of insurance covering the activities of sub-contractor, or
- (2) The Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

**8.23.2 Insurance Coverage Requirements**

**8.23.2.1 General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.23.2.2 Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto."

**8.23.2.3 Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

**8.23.2.4 Professional Liability:** Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers, or employees with limits of not less than \$1 million per occurrence, and \$2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

**8.23.2.5 Property Coverage:** Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property values, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of County-owned or leased property.

Real Property and All Other Personal Property – Special form (“all risk”) coverage for the full replacement value of County-owned or leased property.

**8.23.2.6 Crime Coverage:** Insurance with limits in amounts not less than \$10,000 covering against loss of money, securities, or other property referred to in this Contract, which may result from employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery. Such insurance shall name the County as loss payee.

## **8.24 NONDISCRIMINATION IN EMPLOYMENT**

**8.24.1** The Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries, or holding companies are, and will be treated equally by it without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status, or political affiliation, and in compliance with all applicable federal and state anti-discrimination laws and regulations.

**8.24.2** The Contractor shall certify to, and comply with, the provisions of Exhibit D – **Contractor’s EEO Certification**.

**8.24.3** The Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status, or political affiliation. Such action shall include, but is not limited to the following: employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

**8.24.4** The Contractor shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status, or political affiliation.

**8.24.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.24.6** The Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this section at the County’s request.

**8.24.7** If County finds that any of these provisions of this Sub-paragraph 8.24 have been violated, such violation shall constitute a material breach upon which County may terminate or suspend this Contract. While County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, any determination by the California Fair Employment Practices Commission, or the Federal Equal Employment Opportunity Commission, that Contractor has violated State or Federal anti-discrimination laws or regulations, shall also constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

**8.24.8** In the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500), pursuant to California Civil Code Section 1671, as liquidated damages in lieu of terminating this Contract.

## **8.25 MERGER**

The Contract and any attached Forms, which are incorporated, shall constitute the complete and exclusive Statement of Understanding between the parties, which supersedes all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract. If there is a conflict between the body of this Contract and the exhibits, it will be resolved by giving preference first to the Contract, and then to the exhibits.

## **8.26 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying, or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.27 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Administrator is not able to resolve the dispute, the County Project Director shall resolve it.

## **8.28 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

## **8.29 NOTICES**

**8.29.1** All notices or demands required, or permitted to be given, or made under this Contract, or by any law now, or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended, and by depositing such envelope with postage prepaid

in the United States Post Office or substation thereof, or any public mail box, unless alternate procedures have been specified. Any such notice to Contractor shall be sent to the person and address designated by the Contractor. The notices and envelopes containing it to the County shall be sent to the person designated by the County.

**8.29.2** In the event of suspension or termination of this Contract, notices may be given upon personal delivery to the Contractor's Project Manager whose actual receipt of such suspension or termination shall be deemed to be sufficient notice to Contractor.

### **8.30 PROPRIETARY RIGHTS**

All materials, data, and other information of any kind obtained from County personnel, and all materials, data, reports, and other information of any kind developed by Contractor under this Contract, are confidential to, and are solely the property of the County. Contractor shall take all necessary measures to protect and secure confidentiality of all such materials, data, reports, and information. The provisions of this section shall survive the expiration or other termination of this Contract.

### **8.31 PUBLIC RECORDS ACT**

**8.31.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 7.10 Records Maintenance and Retention of this Contract as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record, and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act), and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

**8.31.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.32 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction,

activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor, and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.32.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.32.2** Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**8.32.3** If, at any time during the term of this Contract, or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.33 RECYCLED PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this contract.

### **8.34 RIGHT OF REFUSAL FOR EMPLOYMENT OPENINGS**

**8.34.1** Should Contractor require additional or replacement personnel after the award of this Contract, to perform the services set forth herein, the Contractor shall give the Right Of First Refusal to such employment openings to qualified permanent County employees affected by this Contract. Such offers of employment shall be in writing, and shall be valid for a period of fifteen (15) calendar days. The Contractor shall not engage the services of other individuals until all such

employees have been offered employment, and have accepted, refused, or not responded within the fifteen (15) calendar day period. Employment offers to County employees shall be under the same conditions and rate of compensation, which apply to other individuals who are employed, or may be employed by the Contractor. The Contractor shall maintain records of each employment offer made to the County employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

**8.34.2** County's employees who are employed by the Contractor under this provision shall not be discharged during the term of the Contract except for cause.

**8.34.3** Nothing in this Contract shall be construed to create an interest in any person or entity as a third party beneficiary of this Contract.

### **8.35 SUBCONTRACTING**

**8.35.1** The requirements of this Contract without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.35.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- ☐ A description of the work to be performed by the subcontractor;
- ☐ A draft copy of the proposed subcontract; and
- ☐ Other pertinent information and/or certifications requested by the County.

**8.35.3** The Contractor shall indemnify, and hold the County harmless, with respect to the activities of each and every subcontractor in the same manner, and to the same degree, as if such subcontractor(s) were Contractor employees.

**8.35.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.35.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

**8.35.6** The County's Contract Project Director is authorized to act for and on behalf of the County, with respect to approval of any subcontract and subcontractor employees.

**8.35.7** The Contractor shall be solely liable and responsible for, all payments, or other compensation, to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.35.8** The Contractor shall obtain certificates of insurance, which establishes that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to County before any subcontractor employee may perform any work hereunder.

**8.36 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.13 "*CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM*", shall constitute a default by Contractor under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department, shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Sub-paragraph 8.38 "*TERMINATION FOR DEFAULT OF THE CONTRACTOR*."

**8.37 TERMINATION FOR CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to Contractor of a thirty (30) day prior written *Notice of Termination* with an accompanying transition plan, specifying the extent to which the performance of work is terminated, and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent to the Contract Project Administrator.

**8.37.2** After receipt of the *Notice of Termination*, and except as otherwise directed by the County, Contractor should:

- ☐ Stop services under this Contract on the date, and to the extent specified in the *Notice of Termination*; and
- ☐ Complete performance of such part of the work as shall not have been terminated by the *Notice of Termination*;
- ☐ Submit to the County, in the form, and with any certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than two months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be deemed final. After such determination is made, the County shall pay Contractor the amount so determined.

**8.37.3** For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books,

records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

## **8.38 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

**8.38.1** The County may, subject to the provisions outlined below, by written notice of default to Contractor, terminate immediately the whole, or any part of this Contract in any one of the following circumstances:

- ☐ Contractor has materially breached this Contract;
- ☐ Contractor fails to timely provide, and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- ☐ Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract, and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.38.2** In the event the County terminates this Contract, in whole or in part, as provided in Sub-paragraph 8.38.1, the County may procure, upon such terms and in such manner, as the County may deem appropriate, services similar to those terminated. The Contractor shall be liable to the County for any excess costs incurred by the County, as determined by the County, for such similar services, including, but not limited to, the acquisition of services from any vendor chosen by the County to fulfill the Contract. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

**8.38.3** Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.38.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God, or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in

this Sub-paragraph 8.38.3, the terms “subcontractor” and “subcontractors” mean subcontractor(s) at any tier.

**8.38.4** If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.38, it is determined by the County that the Contractor was not in default under provision of this Sub-paragraph 8.38, or that the default was excusable under the provisions of Sub-paragraph 8.38.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.37, *TERMINATION FOR CONVENIENCE OF THE COUNTY*.

**8.38.5** In the event the County terminates this Contract in its entirety due to the Contractor’s default as provided in Sub-paragraph 8.38.1, the Contractor and the County agree that the County will have actual damages, which will include, but are not limited to, the County’s costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.38.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000,) or five percent (5%) of the applicable year’s Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the District Attorney or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor’s payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.22 *INDEMNIFICATION*.

The rights and remedies of the County provided in this Sub-paragraph 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

### **8.39 TERMINATION FOR IMPROPER CONSIDERATION**

**8.39.1** The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement, or securing favorable treatment with respect to the award, amendment or extension of the Agreement, or the making of any determinations with respect to the Contractor’s performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

**8.39.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with supervision of the employee, or to the County Auditor-Controller’s Employee Fraud Hotline at (213) 974-0914, or (800) 544-6861.

**8.39.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.40 TERMINATION FOR INSOLVENCY**

**8.40.1** The County may terminate this Contract forthwith for default in the event of the occurrence of any of the following:

- ❑ Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if he/she has ceased to pay its debts for at least sixty (60) days in the ordinary course of business, or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code, and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- ❑ The filing of a voluntary petition regarding the Contractor under the Federal Bankruptcy Code;
- ❑ The appointment of a Receiver or Trustee for the Contractor; or
- ❑ The execution by Contractor of a general assignment for the benefit of creditors.

**8.40.2** The rights and remedies of the County provided in Sub-paragraph 8.40 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.41 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist, or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

#### **8.42 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

**8.42.1** Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless, and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.43 TIMELY COMPLETION**

Time is of the essence in the completion of services and the conveyance of the deliverables to the County as stipulated in the Contract.

#### **8.44 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.45 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach, or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.45 shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 WARRANTY AGAINST CONTINGENT FEES**

**8.46.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit, or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.46.2** For breach of this warranty, the County shall have the right to terminate this Contract and, in its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### **8.47 COMPLIANCE WITH JURY SERVICE PROGRAM**

##### **A. Jury Service Program.**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

##### **B. Written Employee Jury Service Policy.**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code), or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor, or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County, or a subcontract with a County contractor, and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a "full-time" employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement, and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor", or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction, that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor", and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**IN WITNESS WHEREOF**, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_

Name  
Title

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
(Mayor/Chairman), Board of Supervisors

**ATTEST:**

**VIOLET VARONA-LUKENS**  
Executive Officer-Clerk  
Of the Board of Supervisors

By \_\_\_\_\_

**APPROVED AS TO FORM:**

**Lloyd W. Pellman**  
County Counsel

By \_\_\_\_\_  
Principal Deputy County Counsel



## **EXHIBIT A**

### **STATEMENT OF WORK**

The Contractor shall assume daily operational responsibilities of the District Attorney's Office bad check division program upon execution of this Agreement, establish a bad check diversion program here in the County of Los Angeles (referred to in this Agreement as the Bad Check Restitution Program); and provide all related services in accordance with the Agreement.





## **EXHIBIT B**

### **PRICE SCHEDULE**

**ADMINISTRATIVE FEES:** The District Attorney shall receive 50% of all administrative fee revenues and the Contractor shall receive 50% throughout the contract term.

**CLASS FEES:** ACCS shall receive 100% of all class fee revenues, including class-rescheduling fees throughout the contract term.



**EXHIBIT C**

CONTRACTOR'S PROPOSED SCHEDULE

**(NOT APPLICABLE)**



EXHIBIT G

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND  
COPYRIGHT ASSIGNMENT AGREEMENT

G2 NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND  
COPYRIGHT ASSIGNMENT AGREEMENT

# **APPENDIX D**

## **REQUIRED FORMS**

**APPENDIX D  
REQUIRED FORMS**

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## **EXHIBIT 1**

### **CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

#### **CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
3. Persons who, within the immediately preceding twelve (12) months, come within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications;
4. Profit making or businesses in which the former employees described in number 3, serve as officers, principals, partners or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

---

Proposer Name

---

Proposer Official Title

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Official's Signature

COUNTY OF LOS ANGELES  
**PRINCIPAL OWNER INFORMATION FORM**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department (CSSD) concerning its employees and business licensees. It further requires that bidders or proposers for County contracts provide directly to the Child Support Services Department information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the Contractor. For each "Principal Owner," the information which must be provided to the Child Support Services Department is: 1) the Principal Owners' name, 2) his or her title, and 3) whether or not the Contractor has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW ON OR BEFORE THE DATE YOU SUBMIT A BID OR PROPOSAL TO A COUNTY DEPARTMENT. MAINTAIN DOCUMENTATION OF SUBMISSION. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

In addition, bidders or proposers must certify to the soliciting County department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the bid or proposal.

To: County of Los Angeles Child Support Services Department  
 Contract Administrator  
 5770 South Eastern Avenue  
 Commerce, CA 90040-2924  
 Fax (323) 869-0343 Telephone (323) 889-3414

**Contractor or Association Name as Shown on Bid or Proposal:** \_\_\_\_\_

**Contractor or Associated Member Name, if Contractor is an Association:** \_\_\_\_\_

**Contractor or Associated Member Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**County Department Receiving Bid or Proposal:** \_\_\_\_\_

**Type of Goods or Services To Be Provided:** \_\_\_\_\_

**Contract or Purchase Order No. (if applicable):** \_\_\_\_\_

**Principal Owners:** Please check appropriate box. If box I is checked, no further information is required. Please sign and date the form below.

- I. ☐ No natural person owns an interest of 10 percent or more in this Contractor.  
 II. ☐ Required Principal Owner information is provided below. (Use a separate sheet if necessary.)

	<u>Name of Principal Owner</u>	<u>Title</u>	<u>Payment Received From Contractor</u>
1.	_____	_____	[yes] [no]
2.	_____	_____	[yes] [no]
3.	_____	_____	[yes] [no]

***I declare under penalty of perjury that the foregoing information is true and correct.***

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

\_\_\_\_\_  
 (Print Name) (Title/Position)

## CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the Child Support Services Department concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement.)

**IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE CHILD SUPPORT SERVICES DEPARTMENT AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.**

I, (print name as shown in bid or proposal) \_\_\_\_\_, hereby submit this certification to the (County Department) \_\_\_\_\_ Pursuant to the provisions of County Code Section 2.200.060 and hereby certify that (Contractor name as shown on bid or proposal) \_\_\_\_\_ an independently-owned or franchiser-owned business (circle one) located at (contractor or, if an association, associated member address) \_\_\_\_\_ is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the Child Support Services Department.
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earning Withholding Orders or Notices of Wage and Earning Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246 (b), and will continue to comply with such Orders or Notices.

***I declare under penalty of perjury that the foregoing is true and correct.***

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month and Year)

at: \_\_\_\_\_  
(City/State) (Telephone No.)

by: \_\_\_\_\_  
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to : County of Los Angeles, Child Support Services Department  
Contract Administrator  
5770 South Eastern Avenue  
Commerce, CA 90040-2924  
Fax: (323) 869-0343 Telephone: (323) 889-3414

***FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION***

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold for consideration for contract award, bidders/proposers shall demonstrate a proven record of hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualification for that opening. Additionally, bidders/proposers shall attest to a willingness to provide employed GAIN participants access to the bidders/proposers employee mentoring program, if available, to assist those individuals in obtaining permanent employment and/or promotional opportunities. Bidders/proposers who are unable to meet this requirement shall not be considered for contract award.

Bidder/proposer shall complete all of the following information and sign where indicated, and return this form with their proposal request:

- A. Bidder/proposer has a proven record of hiring GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO  
(Subject to verification by the County.)

- B. Bidder/proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that bidder/proposer is willing to interview qualified GAIN/GROW participants.

\_\_\_\_\_ YES \_\_\_\_\_ NO

If YES, state the name and phone number of the person whom the County may contact to refer GAIN/GROW participants.

\_\_\_\_\_ ( ) \_\_\_\_\_  
Name Phone Number

- C. Bidder/proposer is willing to provide employed GAIN/GROW participants access to its employee mentoring program, if available.

\_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_ N/A (program  
not available)

BIDDER/PROPOSER

(Type or Print Name of Firm)

By \_\_\_\_\_

Type or Print Name \_\_\_\_\_ Type or Print Title \_\_\_\_\_

### 3-YEAR CONTRACTING HISTORY

**LIST ALL CURRENT AND COMPLETED CONTRACTS WITH A COUNTY DEPARTMENT FOR THE PAST THREE YEARS** (Begin with the most recent project)

TYPE OF FACILITY \_\_\_\_\_ PROJECT ADDRESS \_\_\_\_\_

DESCRIPTION OF WORK \_\_\_\_\_

CLIENT DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \$ \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

COUNTY CONTACT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_ IF CONSTRUCTION:  
ARCHITECT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_

TYPE OF FACILITY \_\_\_\_\_ PROJECT ADDRESS \_\_\_\_\_

DESCRIPTION OF WORK \_\_\_\_\_

CLIENT DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \$ \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

COUNTY CONTACT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_ IF CONSTRUCTION:  
ARCHITECT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_

TYPE OF FACILITY \_\_\_\_\_ PROJECT ADDRESS \_\_\_\_\_

DESCRIPTION OF WORK \_\_\_\_\_

CLIENT DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \$ \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

COUNTY CONTACT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_ IF CONSTRUCTION:  
ARCHITECT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_

TYPE OF FACILITY \_\_\_\_\_ PROJECT ADDRESS \_\_\_\_\_

DESCRIPTION OF WORK \_\_\_\_\_

CLIENT DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \$ \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

COUNTY CONTACT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_ IF CONSTRUCTION:  
ARCHITECT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_

TYPE OF FACILITY \_\_\_\_\_ PROJECT ADDRESS \_\_\_\_\_

DESCRIPTION OF WORK \_\_\_\_\_

CLIENT DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \$ \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

COUNTY CONTACT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_ IF CONSTRUCTION:  
ARCHITECT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_

TYPE OF FACILITY \_\_\_\_\_ PROJECT ADDRESS \_\_\_\_\_

DESCRIPTION OF WORK \_\_\_\_\_

CLIENT DEPARTMENT \_\_\_\_\_ CONTRACT AMOUNT \$ \_\_\_\_\_ DATE OF CONTRACT \_\_\_\_\_

COUNTY CONTACT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_ IF CONSTRUCTION:  
ARCHITECT NAME/PHONE: \_\_\_\_\_ / \_\_\_\_\_

BLANK

Page 2 of 2

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION &  
ACKNOWLEDGEMENT OF RFP RESTRICTIONS

- A. By submission of this Proposal, the Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List names and telephone numbers of persons legally authorized to commit the Proposer to a binding Agreement.

NAME

PHONE NUMBER

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**NOTE:** Persons signing on behalf of the contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

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- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

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Name of Firm

---

Print Name of Signer

---

Title

---

Signature

---

Date

CONTRACTOR'S EEO CERTIFICATION


---

 Company Name

---

 Address

---

 Taxpayer I.D. Number
**GENERAL**

In accordance with provisions of §4.32.010, et seq. of the *Los Angeles County Code*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies, are and will be treated equally by the firm without regard to, or because of, race, religion, ancestry, national origin, or sex, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	<u>CERTIFICATION</u>	<u>YES</u>	<u>NO</u>
1.	Contractor has a written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2.	Contractor periodically conducts a self analysis or utilization of its work force.	( )	( )
3.	Contractor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4.	When areas are identified in its employment practices, and Proposer has a system for taking reasonable corrective action, to include establishment of goals and timetables.	( )	( )

---

 Signature

---

 Date

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 Name and Title of Signer (please print)

**CERTIFICATION OF REQUIRED INSURANCE COVERAGE**

The undersigned have determined that all of the insurance requirements listed in the **RFP** for ***As-needed Secretarial and Clerical Services*** can and will be met prior to the performance under the Agreement.

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Proposer's Name & Address:

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Name, signature and title of person authorized to sign for Proposer

---

Name and Address of Insurance/Broker's Company

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Name, signature and title of person authorized to sign for Insurance Agent/Broker

## INSTRUCTIONS FOR COMPLETION OF MINORITY AND WOMEN-OWNED FIRM INFORMATION FORM

1. Section I, line A, **TOTAL NUMBER OF EMPLOYEES IN FIRM**, should include owners, partners, associate partners, managers and staff. Therefore, line A must equal the sum of lines B - G, columns 1 - 3. If your firm is a publicly-held corporation, do **NOT** include stockholders.
2. Lines B - G, columns 1 - 3, should include **all** men and women in your firm. Line H, columns 1-3, is to show **all** women in your firm. Therefore, **each** woman in your firm **must be included twice** in lines E - H, **once** in lines B - G, column 1, 2 or 3, and a **second time** in line H, column 1, 2 or 3. If your firm is a **publicly-held** corporation, leave column 1 **blank**.
3. If a person is both an owner/partner/associate partner and a manager, show that person in column 1 only. If a person is both an owner/partner/associate partner and a staff member, show that person in column 1 only. If a person is an owner/partner/associate partner, a manager, and a staff person, show that person in column 1 only. If a person is both a manager and a staff person, show that person in column 2 only. If your firm is a publicly-held corporation, do not include stockholders.
4. Persons from India should be shown on line D, *Asian American*. Persons of White/Caucasian extraction should be shown on line G, *All Others*.
5. Please show in Section II, line I, whether your firm is a private corporation, publicly-held corporation, partnership, sole proprietorship, joint venture, etc.
6. Line J, **TOTAL NUMBER OF OWNERS, PARTNERS, etc.** must equal the sum of lines B - G, column 1. Line J may be left blank if your firm is a publicly-held corporation.
7. Lines K - P must show percentages of ownership only. For private corporations and partnerships, percentages must reflect the proportions of ownership, **NOT** proportions of people. Therefore, in a three-person partnership, if **Person A** owns 51% of the company, show his 51% on the appropriate line, not 33%. The percentages of ownership shown on lines K - P must add up to 100%. Leave lines K - Q blank if your firm is a publicly-held corporation.
8. Lines K - P should reflect percentages of ownership of all men and women in your firm. Line Q is to show the percentage of ownership of all women in your firm. Therefore, the proportion of ownership of each woman in your firm must be included twice in lines K - Q, once in lines K - P, and a second time in line Q.

## **MINORITY AND WOMEN-OWNED FIRM INFORMATION FORM**

**INSTRUCTIONS:** All proposers responding to this RFP must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of the award, vendor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 45 CDR 23.5.

**I. MINORITY/WOMEN PARTICIPATION IN FIRM (Partners, Associate Partners, Managers, Staff, etc.)**  
**TOTAL NUMBER OF EMPLOYEES IN FIRM:**

	<b>OWNERS/ PARTNERS ASSOCIATE PARTNERS</b>	<b>MANAGERS</b>	<b>STAFF</b>
Black (African American)			
Hispanic (Latin American)			
Asian-American			
Portuguese-American			
Native American			
All Others			
Women (should be included in counts above and also reported here separately)			

**II. PERCENTAGE OF MINORITY/WOMEN OWNERSHIP IN FIRM**

**TYPE OF BUSINESS STRUCTURE:**  
(Corporation, Partnership, Sole Partnership, etc.)

**TOTAL NUMBER OF OWNERS/PARTNERS, ETC.:**  
**PERCENTAGE OF OWNERSHIP**

Black (African American)	
Hispanic (Latin American)	
Asian-American	
Portuguese American	
Native American	
All others	
Women (should be included in counts above and also reported here separately)	

III. CURRENT CERTIFICATION AS A MINORITY/WOMEN-OWNED FIRM

Is your firm currently certified as a minority-owned business firm by the

State of California	Yes	No
County of Los Angeles	Yes	No
Federal Government	Yes	No

IV. FIRM's DESIRE NOT TO RESPOND TO INFORMATION

WE DO NOT WISH TO PROVIDE THE INFORMATION REQUIRED IN THIS FORM.	
FIRM NAME:	
SIGNED: _____	Date:
TITLE:	

**ACKNOWLEDGEMENT OF LOS ANGELES COUNTY'S  
CHILD SUPPORT COMPLIANCE PROGRAM**

The Los Angeles County Board of Supervisors established the Child Support Compliance Program (Chapter 2.200 of the Los Angeles County Code) to ensure that individuals who benefit financially from the County, through employment, contract, or by the issuance of a business licesence, are in compliance with their court-ordered child and spousal support obligations. It further requires that all applicants for County employment be advised of this ordinance.

YOUR SIGNATURE BELOW INDICATES YOUR AWARENESS OF THIS ORDINANCE AND ITS REQUIREMENTS.

\_\_\_\_\_

I am aware that the County regularly reports employment and identification information (i.e., name, address, Social Security number and date of hire) to the State Directory of New Hires as required by State and Federal law, and may report additional employment and identification information to the Child Support Services Department pursuant to Welfare and Institutions Code Section 11487.8 in order to assist the Child Support Services Department in locating and tracking parents and other persons who owe child and spousal support obligations.

\_\_\_\_\_  
(Employee Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Print Name)

File original in employee's personnel folder.

CSCP Acknowledgement

**CONFIRMATION OF CONTRACTOR COMPLIANCE**

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(Check appropriate boxes)

☐ **To**                      ☐ **From**                      County of Los Angeles  
Child Support Services Department  
Contract Administrator  
Fax: (323) 869-0343                      Telephone: (323) 889-3414

☐ **From**                      ☐ **To**                      Department Contact Person: \_\_\_\_\_  
Department Name: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Telephone: \_\_\_\_\_

☐ **Departmental Request**

**Date:**

**Please confirm receipt of the Principal Owner Information Form from the following contractor as certified in the Child Support Compliance Program Certification:**

Contractor Name as Shown on the Bid or Proposal: \_\_\_\_\_

Contractors Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No: \_\_\_\_\_ Fax: \_\_\_\_\_

Name of Person Certifying Submission: \_\_\_\_\_

Date of Contractor Certification: \_\_\_\_\_

☐ **Child Support Services Department Response** **Date:**

The Principal Owner Information Form:

☐ Has been received and approved.

☐ Has not been received. Contractor cannot document timely submission. Contractor may be deemed non-responsible.

Signature of Person Completing this Confirmation: \_\_\_\_\_

Print Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

CCC Form revised 07/02/01

## COMMUNITY BUSINESS ENTERPRISE PARTICIPATION

### COMBINED TOTALS FOR LEAD FIRMS AND SUB-CONSULTANTS

**A. Number of Minorities and Women Employed**

Date: \_\_\_\_\_

This form to be completed ONLY by the lead firm

Lead Firm Name: \_\_\_\_\_

(Aggregate the numbers on this form

for ALL THE FIRMS included in your proposal)

Project: \_\_\_\_\_

Employee Categories	Staff & Management on this project	
	male	female
1. Black/African American		
2. Hispanic/Latin American		
3. Asian/Pacific Islander		
4. Filipino		
5. American Indian/Alaskan Native		
6. All Others		
7. <b>Total</b> (Sum of items 1-6)		

**B. Proposed Percentage of Total Contract Value to Community Business**
**Enterprise (CBE) Sub-Consultants on this project**

Firm name/Address	<u>Indicate</u> MBE/WBE/DBE Or DVBE	Percentage <u>Of Total</u> Contract Value

Form CBE-Comb. 1-24-96

**Community Business Enterprises – Individual Firm**

Separate forms to be completed by lead firm and each sub-consultant

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Project: \_\_\_\_\_

Total number of employees in firm: **Number of Employees by Ethnic Group and Gender**

Category	STAFF & MANAGEMENT ON THIS PROJECT	
	male	female
1. Black/African American		
2. Hispanic/Latin American		
3. Asian/Pacific Islander		
4. Filipino		
5. American Indian/Alaskan Native		
6. All Others		
7. Total (Sum of items 1-6)		

**Percentage of Ownership of Firm by Minorities/Women/Disadvantaged/Disabled Veterans**

Ownership Category	Percentage Of Ownership	Type of Business Structure:
1. Black/African American	%	(Corp., partnership, sole proprietor, etc)
2. Hispanic/Latin American	%	
3. Asian/Pacific Islander	%	
4. Filipino	%	Total no. of owners/partners
5. American Indian/Alaskan Native	%	
6. All Others	%	
8. Total (Sum of items 1-6, should equal 100%)	100%	Describe any current M/W/D/DVE certifications:
Data for the 3 categories below should Also be reported in the ownership Categories for items 1-6 above.		
8. Women	%	
9. Disadvantaged	%	
10. Disabled Veteran	%	

Form CBE-Irev 2-7-96

## COMMUNITY BUSINESS ENTERPRISE PROGRAM SANCTIONS

The Los Angeles County Board of Supervisors has amended the Community Business Enterprises Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefits for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a Community Business Enterprise for the purpose of this Article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a Community Business Enterprise.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any county official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a Community Business Enterprise.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this Article.
2. Any person or business who violates paragraph (1) shall be suspended from proposing or bidding on, or participating as professional services proposer, contractor, subcontractor, or supplier, in any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this Section during the period of the person's or business' suspension. No awarding department shall award a contract to any professional services proposer or contractor utilizing the services of any person or business as a subconsultant/subcontractor suspended for violating this Section during the period of the person's or business' suspension.

---

Signature

---

Title

---

Name of Firm

---

Date

## FALSE CLAIMS

All proposers are required to complete the False Claims Act Certification below or, in the alternative, to provide the information requested under False Claims Act Violations below. Failure to certify or provide the requested information may result in a determination that the proposer is not-responsive. Failure to fully and accurately provide the requested certification or information may result in a determination that the proposer or bidder is not responsible.

“False Claims Act,” as used herein, is defined as either or both the Federal False Claims Act, 31 U S C Section 3729 et seq. And the California False Claims Act, Government Code Sections 12650 et seq.

### FALSE CLAIMS ACT CERTIFICATION

I, \_\_\_\_\_ hereby certify that neither  
(Print Name)

\_\_\_\_\_  
(Proposer name as shown on proposal)

nor \_\_\_\_\_  
(Name of qualifying person licensed)

has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act as defined above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ at \_\_\_\_\_  
(Month) (City and State)

by \_\_\_\_\_  
(Signature of owner, office, manager or licensee responsible for submission of proposal)

### FALSE CLAIMS ACT VIOLATIONS

With regard to any determinations by a tribunal or court of competent jurisdiction that the False Claims Act, as defined above, has been violated by (1) the Proposer submitting the enclosed proposal or (2) the qualifying person licensed to perform the work involved in the attached proposal, provide, on separate attached sheet(s) of paper, the following information: (1) the date of the determination of the violation, (2) the identify of tribunal or court, (3) the identify of government contract or project involved, (4) the identity of government department involved, (5) the amount of fine imposed, and (6) any exculpatory information of which the County should be aware.

**CRIMINAL CONVICTIONS**

All proposers are required to provide the certification or information requested below. Failure to provide such certification or information may result in a determination that the proposer is non-responsive. Failure to fully and accurately provide the requested certification of information may result in a determination that the proposer is not responsible.

For the five (5) years preceding the date this bid is due, identify any criminal conviction in any jurisdiction of the United States for a violation of law arising out of the performance of a construction contract (1) by the Contractor submitting this bid or (2) by the qualifying person licensed by the State Contractors License Board to perform the work involved in the attached bid. Provide on separate, attached sheet(s) of paper marked at the top "Criminal Convictions" (1) the date of conviction, (2) the name and court case identification number, (3) the identity of the law violated, (4) the identity of the prosecuting agency, (5) the contract or project involved, (6) the punishment imposed and (7) any exculpatory information of which the County should be aware.

If the proposer has no criminal convictions to report as described above, complete the following:

I, \_\_\_\_\_ hereby certify that neither  
(Print name)

\_\_\_\_\_  
(Contractor name as shown on bid)

nor \_\_\_\_\_  
(Name of qualifying person licensed by Contractors State License Board)

has been convicted of a criminal violation as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ at \_\_\_\_\_  
(Month) (City and State)

by \_\_\_\_\_  
(Signature of owner, office, manager or licensee responsible for submission of bid)

## COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request an exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

<b>Company Name:</b>	
<b>Company Address:</b>	
<b>City:</b>	<b>Zip Code:</b>
<b>State:</b>	<b>Zip Code:</b>
<b>Telephone Number:</b>	
Solicitation For (Type of Goods or Services):	

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

### **Part I: Jury Service Program Is Not Applicable to My Business**

- My business does not meet the definition of "contractor," as defined in the Program as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract/purchase order itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**“Dominant in its field of operation”** means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**“Affiliate or subsidiary of a business dominant in its field of operation”** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

## **Part II - Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

***I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.***

<b>Print Name:</b>	<b>Title:</b>
<b>Signature:</b>	<b>Date:</b>

